

Memorandum of Cooperation

between

The United States of America

Department of Homeland Security

Federal Emergency Management Agency

and the

New Zealand

National Emergency Management Agency

The **Federal Emergency Management Agency**, a component of the U.S. Department of Homeland Security, and the **New Zealand National Emergency Management Agency** (hereinafter referred to as ‘the Participants’), recognizing the need to strengthen emergency management cooperation between their two countries;

and

wishing to strengthen the capability of the United States of America and New Zealand to respond to disasters in the territory of both the United States of America and New Zealand; have reached the following understandings:

Paragraph One: Purpose

The purpose of this Memorandum of Cooperation is:

1. To assist in strengthening disaster resilience and reducing disaster risk in communities in the United States of America and New Zealand, bearing in mind the need for continuous improvement in emergency management; and
2. To enhance response and recovery capability in both the United States of America and New Zealand through information sharing and knowledge exchange.

Paragraph Two: Scope

The Participants intend to create a framework for information sharing and knowledge exchange in order to foster cooperation in emergency management. As part of this framework, the Participants intend to:

1. Exchange and regularly update Points of Contact for each Participant, including a 24/7 method of communication, in order to ensure continuity of dialogue;
2. Create a schedule for regular exchanges of information (via meetings, teleconferences, etc.);
3. Regularly share lessons identified and learned from disasters and exercises, in a timely fashion;
4. Discuss formal arrangements for facilitation and entry of observers (if feasible), following a disaster in either country;
5. Exchange information on actions in response to disasters in other countries where either Participant has been involved;
6. Invite members from each Participant to participate in relevant conferences, workshops, and exercises, as feasible;
7. Exchange information on emergency management best practices including education and training, public awareness of disasters, traditional and indigenous knowledge, community information and warning systems, community and organizational resilience and risk assessment, and to that end exchange relevant experts where appropriate;
8. Consider opportunities to engage in joint research in emergency management-related matters; and
9. Coordinate through existing multi-lateral fora or through new multi-lateral relationships on issues of common interest in the Pacific region.

Paragraph Three: Principles

The Participants intend to jointly decide specific principles, or foundational tenets, for each activity outlined in Paragraph Two as deemed necessary by the Participants. These activities and principles, once developed, should be included as Annexes to this Memorandum.

Paragraph Four: Financial

Each Participant is to bear its own costs resulting from the actions taken under this Memorandum, unless otherwise jointly decided by the Participants, subject to available funding and consistent with applicable legal authorities. Nothing in this Memorandum obligates funds of the Participants.

Paragraph Five: Compliance with laws

The Participants intend to ensure that the collection, use and disclosure of information obtained under this Memorandum complies with all applicable laws of both the United States of America and New Zealand, including with respect to privacy laws.

Paragraph Six: Confidentiality

It is the intent of the Participants that information received pursuant to this Memorandum should be afforded the same degree of confidentiality by the receiving Participant that it applies to similar information in its custody, and that it does not intend to use or disclose non-public information received from the other Participant to any person or organization outside of the Participants' respective federal/national governments other than:

- (a) For the purposes of giving effect to this Memorandum, having first consulted with the other Participant;
- (b) As required by applicable law; or
- (c) With the prior approval of the other Participant.

Paragraph Seven: Commencement, Duration, and Modification

1. This Memorandum commences when signed by representatives of both Participants;
2. This Memorandum expires on the date five (5) years after it is signed by both Participants, unless discontinued earlier or extended in accordance with the provisions of this Memorandum;
3. Either Participant may modify (including any extension of) this Memorandum by mutual decision in writing; and
4. Any Participant may discontinue this Memorandum at any time and is expected to provide the other Participant 90 days' advance written notice.

Paragraph Eight: Consultations

Any difference about the interpretation or application of this Memorandum is intended to be resolved by consultation between the Participants.

Paragraph Nine: Legal Effect

The Participants acknowledge that this Memorandum is not intended to give rise to any rights or obligations under international law but does not diminish the intention of the Participants to

comply with the provisions set out in this Memorandum.

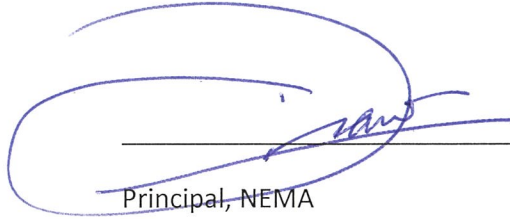
Signed in duplicate, this 28th day of July, 2022

For the U.S. Federal Emergency Management Agency

For the Chief Executive of the New Zealand
National Emergency Management Agency (or
his/her authorized nominee)



Principal, FEMA



Principal, NEMA